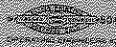


MCGILL - RUTH CONSOLIDATED SEWER & WATER
GENERAL IMPROVEMENT DISTRICT

EMPLOYEES

OPERATING ENGINEERS LOCAL 3 BARGAINING AGREEMENT

July 1, 2011 – June 30, 2014



ARTICLE 1

PREAMBLE

- A. This Agreement is entered into between the McGill-Ruth Consolidated Sewer & Water General Improvement District hereinafter referred to as the "District" and the International Union of Operating Engineers, Local 3, AFL-CIO, hereinafter referred to as the "Union".
- B. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto and to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise as set forth in this Agreement.
- C. It is recognized by both the Union and the employees that the District is engaged in rendering public services to the general public and that there is an obligation on each party for the continuous rendition and availability of such services.

ARTICLE 2

RECOGNITION AND APPLICATION

- A. The District recognizes the Union as the sole bargaining agent with respect to rates of pay, wages, hours of employment, or other conditions of employment for all employees covered by the Bargaining Agreement.
- B. The term "employees" or "employee" as used in this Agreement refers to all persons employed by the District and who is under the direction or control of officers of the District.
- C. Employee does not include Independent contractors or persons rendering professional services to an employer on a fee, retainer or contract basis.

ARTICLE 3

EMPLOYEE RIGHTS

- A. The District and the Union will not interfere with, or discriminate against, any employee because of membership or non-membership in the Union, or because the employee engages in or refrains from engaging in any activity protected by NRS 288.010 et seq
- B. The Union recognizes its responsibilities as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.
- C. The provisions of the Agreement shall be applied to all employees in the bargaining unit without any discrimination consistent with federal and Nevada law as to age, sex, marital status, race, color, religion, national origin, or disability. The Union shall share equally with the District the responsibility for applying this provision of the Agreement.
- D. The District will provide the Union a copy of its current Harassment/Discrimination policy. Any changes in that Policy will be forwarded to the Union.

ARTICLE 4

UNION AFFAIRS

- A. No employee shall conduct union business during the work day, save and except, when an employee is involved in a grievance procedure pursuant to this Agreement, or is conducting Union business directly with the District. Employees shall conduct Union business, if they so desire, during any break periods, and/or lunch period.
- B. Employee Deductions.
 - 1. Upon receipt of a written authorization voluntarily executed by an employee, the District will deduct monthly Union dues from the salary of an employee who so requests, and transmit said monies to the Union. The parties shall agree upon the form of the written authorization.
 - 2. The Union shall indemnify and hold the District harmless against any and all claims, demands, costs (including attorneys' fees), suits, and all forms of liability and damages (including, but not limited to, compensatory, consequential and punitive damages) which arise or may arise out of or by reason of any action taken or not taken by the District pursuant to paragraph 1 above.

ARTICLE 5

MANAGEMENT RIGHTS

- A. The District and the Union agree that the District possesses the sole right to operate the District and all management rights remain vested with the District. In this context, except as specifically surrendered or limited by express provision of this Agreement, all management rights, powers, authority, functions and prerogatives remain vested with the District. It is expressly recognized that these rights include but are not limited to the right to hire, direct, assign or transfer an employee; the right to reduce in force or lay off employees, subject to the provisions of this Agreement regarding procedures for the lay off and/or reductions in force, provided further any lay off or reduction in force shall not be utilized to discipline an employee; the right to determine, including the right to change, appropriate staffing levels and work performance standards; the right to determine the content of the workday, including workload factors, except for safety considerations; the right to determine the quality and quantity of services to be offered to the public, and the means and methods of offering those services; and the right to discipline, suspend, demote and/or terminate employees for cause.
- B. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to Chapter 288 of the Nevada Revised Statutes, the District is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as riot, military action, natural disaster or civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection shall not be construed as a failure to negotiate in good faith.
- C. The provisions of Chapter 288 of the Nevada Revised Statutes, including without limitation the provisions of this Article and NRS 288.150, recognize and declare the ultimate right and responsibility of the District to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its employees.
- D. The District and the Union agree that should it become necessary for the Board to direct the employees, that direction shall be through the Chairman of the Board. Should the Chairman be unavailable this authority will pass to the Vice-Chairman.
- E. The District agrees that except in an emergency an employee will not be considered insubordinate for failing to follow an order given by a District Board Member other than the Chairman of the Board or the Vice-Chairman should the Chairman be unavailable.

ARTICLE 6

NO STRIKE

The Union, and labor organization with whom it is affiliated and the employees covered by this Agreement agree that they will not directly or indirectly promote, sponsor, engage in, or participate in against the District, any strike as defined by NRS 288.070. Further the Union will use its best efforts to require all employees covered by this Agreement to comply with this pledge.

ARTICLE 7

DISCIPLINARY ACTION

- A. When an employee's performance does not meet established standards for reasons other than willful misconduct, the District will, through a corrective system give employees an opportunity to improve their job performance and /or behavior which do not meet the standards or demands of their position.
1. Corrective action incorporates a non-punitive plan which is designed by the supervisor and is intended to correct an employee's substandard performance in an effort to avoid having to use discipline.
 2. Disciplinary action is punitive in nature and if, after reasonable efforts the corrective actions taken do not result in satisfactorily improved performance the Chairman may either attempt further corrective action or may go directly to disciplinary action which ever is deemed necessary.
 3. Corrective actions are non-punitive in nature and are therefore not subject to the grievance procedure; although the employee will be entitled to Union representation during any discussion concerning incidents which may lead to corrective action, or administration of corrective actions.
 4. All disciplinary action is subject to the grievance procedure.
- B. If disciplinary action is deemed necessary; the following steps will be taken.
1. VERBAL WARNING / REPRIMAND. Verbal warning or reprimand is given to the employee for the first occurrence of a violation of District rules / policies. A warning is administered by the Chairman.
 2. WRITTEN WARNING / REPRIMAND. Formal warning is given to the employee in the first instance of a more serious offense or after repeated violations of District rules / policies. The warning is administered by the Chairman. It states the nature of the offense and specifies any future disciplinary action which will be taken against the employee if the offense is repeated within a specified time limit. A copy of the written warning is placed in the employee's personnel file, but is destroyed twelve (12) months following the date on which it was given in the intervening service has been satisfactory. The employee is required to read and sign the formal warning.
 3. SUSPENSION WITHOUT PAY. If, despite previous warnings, an employee still fails to reach the required standards in the specified time allowed, the employee may be suspended without pay. Under suspension, the employee is barred from working for a period of time and their salary is decreased accordingly. Suspension without pay actions may range from one (1) to twenty (20) days. An employee may also be placed on suspension without pay pending discharge. A decision to suspend pending discharge is made based on the reasons for the discharge, and is generally utilized when the employee is suspected of gross misconduct, or when their continued presence during the investigation period would be disruptive to normal district business. The Chairman may suspend pending investigation, but it will take an action of the District Board to suspend an employee without pay.

4. DISMISSAL. An employee who fails to correct unsatisfactory performance / behavior during previous steps in the progressive discipline procedure will be terminated. It will take affirmative action of three (3) members of the District Board to terminate an employee.

C. RESIGNATION

1. An employee who resigns shall submit their resignation in writing to the District Board and give at least two (2) weeks notice.

D. PROBATIONARY EMPLOYEE TERMINATION

1. Probationary employees may be terminated during the probationary period when their performance or conduct is not overall satisfactory or they fail to perform the necessary duties of the position, pursuant to the provision of Article 7 B(4).
2. The probationary employee will receive written notification of termination which includes a written statement declaring clearly the specific reason(s) for the termination of their service.
3. Probationary employee's termination are not subject to the grievance procedure, they may request Union representation at hearing before the District Board.

E. PERMANENT EMPLOYEE TERMINATION Permanent employees may be terminated or subject to disciplinary action if their performance or conduct is not overall satisfactory for any of the following reasons:

- 1) Inefficiency
- 2) Immorality
- 3) Un-professionalism
- 4) Insubordination
- 5) Neglect of duty
- 6) Physical or mental incapacity
- 7) A Reduction in Force
- 8) Failure to comply with reasonable requirements as the District Board may prescribe.
- 9) Conviction of felony or a crime involving moral turpitude
- 10) Inadequate performance
- 11) Evidence of unfitness for service
- 12) Failure to show normal improvement and evidence of professional training and growth
- 13) Advocating overthrow of the Government of the United States or of the State of Nevada by force, violence, or other unlawful means, or the advocating or teaching of communism with the intent to indoctrinate other employees to subscribe to communistic philosophy
- 14) Any cause which constitute grounds for the revocation of a drivers license
- 15) Willful neglect or failure to observe and carry out the requirements of this Article
- 16) Dishonesty

- F. In determining whether the professional performance of an employee is inadequate, consideration shall be given to the regular and special evaluation reports prepared in accordance with the District Board Policy.
- G. Prior to termination, excluding termination pursuant to sections E, K and M of this section, an employee shall be given a warning and reasonable time to rectify the problem. This warning will include:
 - 1. A precise definition of the problem in terms of professional deficiency;
 - 2. A precise set of expectations delineating what level of performance would constitute acceptable performance in the problem areas defined;
 - 3. A prescription for redemption which spells out courses of action and time expectations so the employee involved can reach an acceptable level of performance;
 - 4. A prescription for assistance by the immediate supervisor which spells out courses of action and time lines whereby the employee may improve their level of performance to an acceptable level.
- H. According to the gravity of the offense, employee discipline short of termination may consist of oral warning, written reprimand, or suspension.
- I. Any incident or situation that arises that could possibly be cited as grounds for disciplinary action will be discussed promptly with the employee and Union representation will be provided, if requested. A request for Union representation is not intended to disrupt or stop, any immediate disciplinary action that is necessary to protect the health or safety persons, or property, within the District, District Employees, or District property. Any disciplinary action will be administered by the District within five days of the District becoming aware of the incident or situation. In the event that the District needs additional time than the five (5) day period to investigate a disciplinary action known to the employee, District shall inform the Union of its need for an extension. The Union and the District shall then set a deadline for completion of the investigation and the issuance of any discipline. This shall not prohibit District from engaging in any type of investigative action of a confidential nature in the event District has cause to believe that an employee is engaged in any acts or conduct detrimental to the District.
- J. The District Board reserves the right, as a form of discipline, to place an employee on probation for a period not to exceed ninety (90) days in an effort to further evaluate and rehabilitate the employee.
- K. An employee may be terminated without prior warning for the following misconduct or causes:
 - 1) Immorality
 - 2) physical and/or verbal abusive behavior in the work place
 - 3) Physical or mental incapacity
 - 4) Conviction of a felony or a crime involving moral turpitude
 - 5) Dishonesty

- L. The District may suspend an employee who has been officially charged but not yet convicted of a felony or a crime involving moral turpitude or immorality.
- M. An employee absent from work in excess of three (3) days without a satisfactory explanation shall be considered to have abandoned their job and shall be terminated.

ARTICLE 8

GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a dispute between the District and the Union arising over the interpretation or application of a specific aspect of this Agreement.
- B. The Union will appoint one employee as a Job Steward to represent employees in the grievance procedure.
- C. If an employee feels he/she has a grievance he/she and his/her steward shall take up the matter with the Chairman/Vice Chairman within five (5) days after the employee becomes aware or should become aware of the event giving rise to the grievance.
- D. The Chairman/Vice Chairman shall make a reasonable effort to reach an acceptable solution to the problem and will answer the grievance to the employee and his/her steward within five (5) days of the grievance being brought to them.
- E. If the grievance is not settled during the informal discussion, the Union may proceed by submitting the matter in writing to the District Board as a whole within ten (10) days following the failure to resolve the issue. The Union will request being scheduled on the agenda at the next Board meeting. Such request will cite the following:
 - 1) The employee's name;
 - 2) A complete statement of the nature of the grievance, citing the specific section of this Agreement which the grievance is based on,
 - 3) List any attempts to resolve the grievance
 - 4) A proposed resolution to the grievance,
 - 5) Signature of business representative.
- F. The District Board will schedule the grievance to be heard at the next regularly scheduled meeting at which time the Union and the District Board will attempt to resolve the matter. If at all possible the grievance will be resolved at the meeting, if not the Board will answer in writing within five (5) days.
- G. If the matter is not settled at the previous step the Union may inform the District of their intent to submit the matter to an arbitrator within ten days after receipt of the District Boards written response. The arbitrator shall be selected from a panel of seven (7) arbitrators provided by the Federal Mediation and Conciliation Service.
- H. The decision of the arbitrator shall be final and binding. The decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted.
- I. The arbitrator will be without power or authority to make any decision which requires the commission of an act provided by law or which is in violation of the terms of this

Agreement. Nor will the arbitrator have any power to amend, modify, add or delete provisions of this Agreement.

- J. The fees and expenses of the arbitrator shall be borne equally by the parties. A party requesting the use of a court reporter shall pay all fees and costs associated; however, if the other party requests a copy of the transcript, that party shall pay for their copy of the transcript, and all other fees and costs shall be shared equally.
- K. The time limits specified in the preceding sections may be extended by the mutual agreement of the parties.
- L. Any employee, informally seeking or formally filing a request to have his/her grievance reviewed, shall not be discriminated against while doing so or testifying on behalf of another employee or assisting another employee to prepare a grievance report or acting as a representative of any employee requesting a grievance review.
- M. For the purposes of this Article, the term "day" means any day Monday through Friday excluding holidays.
- N. The time limits set forth in this Article shall be strictly construed. Dates of posting on certified letters and return receipts will serve as date received and date sent.
- O. If either party fails to respond within the time limits set forth herein, it is to concede that the other parties' position is the correct position. The parties agree the grievance procedure will be the accepted method of resolving differences between the parties. While neither party condones litigation outside of the grievance procedure it is accepted that we cannot prevent employees from exercising their rights under the law.

ARTICLE 9

HOURS OF WORK AND OVERTIME

A. Regular work week:

1. The regular work week for District employees shall commence at 12:01 a.m. on Monday of each respective week and shall end at 11:59 p.m. on Sunday of each respective week, except as may be otherwise provided by an action of the District Board.
2. Any change to the afore described regular work week will not be made without first informing the Union of the impending change.
3. Employees will be given at least fifteen (15) days advance notice of any changes from the regular work week.

B. Lunch and Break Periods:

1. Each full time employee's work day shall include a non - compensated minimum of thirty (30) minutes for a lunch period and two compensated fifteen (15) minute work break periods, one of which is in the morning and one in the afternoon. A fifteen (15) minute break period shall be allowed for each four (4) hour schedule actually worked.
2. Lunch periods will normally be scheduled to begin between the hours of 11 a.m. and 1 p.m. for a regular day shift. Break periods are included in 8 productive work hours. These lunch and break periods may not be adjusted or accumulated to accommodate a shorter work day. Any exceptions must be approved by the Chairman.

C. Overtime:

1. Employees will be eligible for overtime when they actually work in excess of forty (40) hours per week.
2. All hours worked in excess of forty (40) hours in one work week is overtime. Excess hours worked must be officially ordered and/or approved by the Office Manager for all office personnel and Maintenance Supervisor for all plant personnel or by the Chairman. Overtime worked shall be compensated on a time and one half (1 1/2) basis. Any hours worked on a regularly scheduled day off will be compensated at the overtime rate.
3. All claims for overtime worked shall be submitted by the employee to their supervisor within one work day after the overtime is worked. Overtime rate of compensation shall be added to the payroll period during which the work is performed.

D. Call outs:

1. A call out is any work required by an employee for which the employee is required to return to their place of employment outside of their regular scheduled shift.
2. When an employee by the nature of their position, is required to return to work or is called into work by their supervisor or the Chairman, the employee

shall be compensated for the period of time required to work, but in no instance shall the pay be for less than two (2) hours.

ARTICLE 10

COMPENSATION

- A. Rate of Compensation: Employees shall be compensated according to salary schedule set forth in Appendix A.
- B. Employees shall be compensated on a biweekly basis.
- C. Whenever it is necessary for an employee to use a motor vehicle in the performance of their duties, the District shall provide such vehicle, if available. If a District vehicle is unavailable and the employee uses their personal motor vehicle, the employee shall be reimbursed by the District at the rate prescribed by the Nevada State Legislature. If the District employee choose to use their own personal vehicle in the performance of their duties when a District vehicle is available, there shall be no reimbursement by the District to the employee.
 - 1. District employees operating a District motorized vehicle shall have a valid Nevada drivers' license.
- D. All fees and/or cost associated with employee requirements for certification and licensing examinations necessary for continuing employment shall be paid for by the District. This does not include drivers' licenses.
 - 1. The Maintenance Supervisor shall be Certified and Licensed as required by law.
 - Other employees may be certified and licensed if possible and/or feasible.
- E. All fees and/or costs associated with employee requirements for medical examinations necessary for continuing employment shall be paid for by the District.

ARTICLE 11

SENIORITY

- A. Seniority is defined as the length of continuous paid employment with the District. Seniority shall be retained, but shall not accrue, during any period of leave without pay.
- B. When an employee is hired for a full time position they will be subject to a ninety (90) day probationary period. The District may extend this probationary period to up to ninety (90) days for cause. If the District intends to extend an employee's probationary period the Chairman will contact the Union Business Representative and discuss the cause of the extension.
- C. Should a reduction in force (RIF) be necessitated due to budget restriction, reorganization, or lack of work, the District Board will determine the position(s) and employment level which will have the least detrimental effect on District operation.
 - 1. All temporary and probationary employees in a department shall be terminated before permanent employees in a RIF situation. An employee who is classified as probationary because of promotion or transfer shall, if they had attained permanent status prior to the promotion or transfer, will be considered as a permanent employee for reduction in force purposes.
 - 2. Employee(s) who have attained their current positions through promotion will have employment rights at the next lower position within their department. Employees at the lower level who are "bumped" may have the same right at the next lower level. The employee(s) shall make their choice known to their supervisor to either be demoted or laid off within three (3) days of notification of a RIF. All affected employees will be given at least on pay period notice of layoff, where possible.
 - 3. Names of employees laid off because of a RIF will be placed on the employment list to be reinstated if a job opening becomes available for which the employee is qualified.
 - 4. If a RIF employee is recalled and refuses an offer of reinstatement and re-employment within the District, the employee shall be removed from the list of employees available for recall. Recall to employment shall occur in reverse order of layoff and be made by a completed telephone call with the employee or a certified letter to the employee. A laid off employee is required to notify the District of any change of address or telephone number; failure to notify the District of changes in address or telephone number shall relieve the District of any further obligation to locate the employee for recall. The District will not hire any new employees until all laid off employees have been given the opportunity to return to work.
 - 5. Upon re-employment from the layoff list, an employee who returns within one (1) year, shall be reinstated to the wage held at the time of layoff.
 - 6. The district agrees to observe seniority during any RIF there by giving the senior

employee the first opportunity to retain employment. The Union does not expect this to mean that an employee who is not qualified to do a job will be retained by his seniority alone.

ARTICLE 12

ANNUAL LEAVE

- A. Full time employees shall be entitled to annual leave credit, based on the rates established in the following Table 1:

TABLE 1
ANNUAL LEAVE EARNING RATE

<u>Years of continuous Service</u>	<u>Hours Earned</u>
Over six (6) months but less than two (2) years	40 hours - 5 days
Two (2) years but less than five (5)	80 hours - 10 days
Five (5) years but less than ten (10)	120 hours-15 days
Ten (10) years but less than fifteen (15)	160 hours-20 days
Fifteen years but less than twenty	200 hours-25 days
Twenty years or more	240 hours – 30 days

- B. Employees with service dates on or before January 1, 1995 with two (2) through five (5) years retain old leave time until tables catch up.
- C. For the purpose of computing credit for leave, each full time employee shall be considered to work not more than forty (40) hours each week.
- D. An employee shall be paid at their regular hourly rate for each hour of annual leave taken. Annual leave shall be charged on the basis of one (1) hour for each full hour or major portion of an hour of annual leave taken.
- E. Annual leave may be accrued from year to year, not to exceed two hundred eighty (280) hours, as of the end of the last full pay period in June. Excess leave shall only be paid in the event an employee is denied leave and, as a result exceeds the two hundred eighty (280) hours maximum accrual.
- F. Upon separation from service for any cause, an employee shall be paid a lump sum payment for any unused or accrued annual leave earned through the last day worked. If this date is earlier than the last day of the pay period, the annual leave credit shall be prorated for that pay period. Under no circumstances shall a cash payment be made for accrued leave while an employee is in a regular employment status with the District.

- G. If an employee dies and was entitled to accumulated annual leave under the provisions of this Article, the heirs of such deceased employee who are designated beneficiaries to the deceased employee's assets under the laws of the State of Nevada, or the administrator of their estate, upon submitting satisfactory proof to the District Board of their entitlement, shall be paid an amount of money equal to the number of hours earned or accrued annual leave multiplied by the regular hourly rate of the employee.
- H. Employees shall not be charged annual leave for those days normally scheduled as holidays.
- I. Part-time non-supervisory Employees who work at least 40 hours per pay period shall accrue annual leave. Annual leave is accrued at the rate of one half (1/2) the rate of a full time Employee.

ARTICLE 13

HOLIDAYS

- A. Full time employees shall accrue eight hours paid holiday leave whenever a holiday occurs. Holiday leave normally will be taken on the holiday.
- B. The following are the designated legal holidays in the State of Nevada. Offices are closed, except as otherwise provided by law.

January 1, New Year's Day
Martin Luther King's Birthday, on the third Monday of January
President's Day, on the third Monday of February
Memorial Day, on the last Monday of May
July 4, Independence Day
Labor Day, on the first Monday of September
Nevada Day, Last Friday of October
Thanksgiving Day, on the fourth Thursday of November
Family Day, on the day after Thanksgiving
December 24, Christmas Eve
December 25, Christmas

- C. In addition to the above recognized eleven holidays, the Governor may designate any other day.
- D. If a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. If a holiday falls on a Sunday, the following Monday shall be observed as the holiday.
- E. An employee must be in a paid status for the full scheduled work day before and the full scheduled day following a holiday in order to receive paid holiday leave.
- F. All employees who, by the nature of their job duties, are required to work a holiday, in addition to holiday pay, shall be compensated at the time and one-half (1 1/2) rate of pay for all hours worked on such days.
- G. Full time employees not scheduled or required to work on a holiday will be compensated for said holiday by the District at their straight time rate of pay.

H. Part-time employees must be in a paid status for the full scheduled work day before and the full scheduled day following a holiday in order to receive paid holiday leave.

ARTICLE 14

SICK LEAVE

LEAVE FOR SICKNESS AND DISABILITY

- A. Except as otherwise provided in this section, an eligible full time employee is entitled to sick and disability leave with pay. This leave is accrued at the rate of one and one fourth (1 1/4) working days for each full month of full time service. Sick leave may be accrued from year to year until an employee has accrued ninety (90) working days. (any employee hired after July 2002 will have a maximum accrual of 70 working days) The District Board may approve exceptions for use of any unused sick leave accrued, but not carried forward by reason of the ninety (90) working day limitation, for other unique medical situation diagnosed when the employee has used all sick leave otherwise available to them.
1. For purpose of this article an employee will be credited with a full month of service only after they have worked at least one day of the month.
- B. An employee is entitled to use accrued sick leave under the following conditions:
1. When incapacitated and unable to perform the duties of their position due to illness, injury, pregnancy or childbirth;
 2. When quarantined;
 3. Sick leave may be granted for preventive health and dental care, maternity and adoption care or for absence from duty because of illness, injury or temporary disability of a spouse, dependent, or immediate family living in the employees home where such illness requires their attendance. For this purpose, "immediate family" means the employee's spouse, parent, grandparents, children (including step) and includes corresponding relations by affinity or marriage and foster children, brothers or sisters. Exceptions to the above may be granted by the District Board;
 4. If an employee has inadequate accrued sick leave time, the department head may authorize the use of accrued annual leave after such sick leave is exhausted. In no case however, shall sick leave be granted in lieu of annual leave;
 5. Sick leave shall be charged on an hourly basis for each full hour or portion thereof of sick leave taken. Holidays occurring during a sick leave period shall not be counted as sick leave time. Sick leave taken during a pay period shall be charged before sick leave earned that pay period is credited.
- C. Employees terminating or upon retirement shall be entitled to compensation for fifty (50%) percent of all accrued sick leave.
- D. In the event of an employee's death, the employee's beneficiary or estate will be compensated for one hundred (100%) percent of all accrued sick leave. Payment will be made to the beneficiary named in a written designation filed with the District, or if such payment is prevented by law, payment will be made to the employee's estate.

- E. Any application for a grant of sick leave to cover an absence which exceeds three successive working days may require a written medical authorization. Evidence may be required from the employee's health care provider the day the employee returns to work, after sick leave exceeding three successive days, releasing the employee to return to work.
- F. If an employee becomes ill while on annual leave, the Chairman/Vice Chairman may authorize sick leave in lieu of annual leave upon notification. The Chairman/Vice Chairman may require documentation of the illness.
- G. Part-time employees who work at least forty (40) hours a pay period shall be eligible for sick leave benefits with sick leave accrual at the rate of one half (1/2) of the full time employee rate.

The district will award a bonus of \$500.00 to each eligible full-time employee who does not use any of their sick leave during the fiscal year.

MATERNITY / PATERNITY LEAVE

- H. Unless limited by this section, an employee is entitled to use accumulated sick leave and annual leave as maternity / paternity leave regardless of the type of delivery or results of pregnancy under the following conditions:
 - 1. Unless as otherwise provided herein, the decision as to when maternity/paternity leave begins or ends shall be made by the employee with the advice and counsel of their personal physician and with the approval of the District Board. The employee shall provide to the District Board a written statement from their physician stating the due date of the pregnancy and any special medical considerations that may be present in their individual case.
 - 2. When any employee returns to duty in compliance with an authorized leave of absence such employee shall be reinstated in the same scheduled hours in which such employee was working prior to the leave, unless conditions have changed in so much as make it not feasible to reinstate the employee in such a manner, then the District will reinstate the employee to as nearly comparable a position and shift as is reasonable under the circumstances.
 - 3. Paternity leave shall be granted upon the approval of the District Board when a written request is submitted by the employee conforming to the requirements of paragraph 1 above. In no case shall any paternity leave be granted in excess of two weeks without complications on the part of the mother or the child and as in writing by the physician of the mother or the child.

CATASTROPHIC / UNIQUE MEDICAL LEAVE

- I. The District shall establish an account for catastrophic / unique leave.
- J. An employee may request, in writing, that a specified number of hours of their accrued annual or sick leave be transferred from their account to the account for catastrophic leave.
- K. An employee may not transfer to the account for catastrophic leave any hours of sick leave if the balance in their account after the transfer is less than 240 hours.
- L. The maximum number of hours which may be transferred in any one (1) calendar year is eighty (80) hours. The minimum number of hours which may be transferred in any one (1) calendar year is eight (8) hours. The employee may transfer hours to the account for catastrophic leave for use by a particular employee who is eligible to receive them.
- M. Any hours of annual or sick leave which are transferred from any employee's account to the account for catastrophic / unique leave may not be directly returned or restored to that employee.
- N. Hours subject to being lost, due to accumulations under this article may be transferred to catastrophic / unique leave fund and are subject to dispersal to any employee including the donating employee at the District Board's discretion.

ARTICLE 15

LEAVES OF ABSENCE

A. Bereavement Leave

1. Up to a maximum of (3) days bereavement leave with pay shall be granted to employees at management's option to attend the funeral of a member of the immediate family, within 750 miles of McGill or (5) days if farther than 750 miles from McGill. Such leave shall be charged against accrued sick or annual leave. "Immediate family" shall mean wife, husband, children, daughter-in-law, son-in-law, parents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, spouse's grandparents, step-children, and step-parents, brothers and sisters of the employee.
2. Employees absent from work due to the death of a person not related as immediate family shall have that day charged against the employee's annual leave.

B. Jury Duty / Court Appearance

1. A leave of absence with pay shall be granted to any District employee who is required by law to appear and /or serve as a witness or juror for any trial, hearing or court appearance provided that the employee is not a party in any way in the action. The employee will be paid their regular salary while on leave of absence. Court leave shall not be charged against the employee's annual leave credit. Employees appearing in court shall retain any compensation as may be authorized for appearance in Court.
2. Employees appearing in Court for the above reasons on scheduled days off shall retain any compensation as may be authorized for appearance.
3. The Employee shall be responsible for completing the time report for the day's absence from regular scheduled duties while on Court leave.
4. District will reduce normal pay by the amount earned from the Jury Duty or court appearance. This adjustment will be made on the pay period following the receipt from the court.

C. Civil Leave With Pay

1. Civil leave with pay may be granted for the following:
 - a) To allow the employee time off to vote in a federal, state, local district or sub-district authorized election and subject to the conditions of NRS 284.357.
 - b) If the employee is a volunteer fireman and subject to the conditions of NRS 284.357.
 - c) By the appointing authority if their absence from the job is necessary to meet a public emergency.

D. Military Leave of Absence; Reinstatement

1. A permanent or probationary employee who performs active military service under the provisions of any national military service or training act, or who voluntarily serves in the Armed Forces of the United States of America in time of war, or such types of service as the director by regulation may prescribe, is, upon application, entitled to leave of absence without pay for the period of such service plus a period not to exceed ninety (90) days. If within that period the employee applies for reinstatement, the employee must be reinstated to their former class position, or to a class of position having like seniority, status and pay, or, if those positions have been abolished, to the nearest approximation thereof consistent with the circumstances.
2. In the event that an employee is absent due to being required to perform active duty by any branch of the Reserves of the United States Armed Forces or the National Guard of the State of Nevada or any other state, such affected employee shall continue to receive a salary from the District up to a maximum of fifteen (15) working days in any calendar year and shall not be charged annual or other type of leave. Additional military leave days with pay may be granted by the District Board upon request of the employee.
 - a) Such employee shall provide the District Board with copy of the orders activating the employee to military service and shall provide the District Board with appropriate notice no later than thirty (30) days prior to activation. (Notice: 1967 law, "National Guard", NRS Chapter 281.145.)

E. Education Leave

1. The District may assist employees in their educational goals by granting administrative leave to attend classes subject to the following conditions:
 - a) The educational program(s) will provide a benefit to the District.
 - b) The employee shall successfully complete the required course work with a passing grade.

F. Leave for Job Related Injuries

1. An employee who is unable to work due to an injury arising in the course and scope of employment with the District shall receive Employers Insurance Company of Nevada wage compensation.
2. An employee will not be charged with the use of any accrued sick leave, annual leave or other forms of leave during a job related injury.
3. An employee shall not lose any time credited toward total District seniority during the period of absence for a job related injury.
4. The District will make every effort to place the injured employee into a job with the District that the employee is capable of doing. This placement may be temporary or permanent depending on the employees' condition. The District agrees to make every effort to place the injured employee in a job with the District that the employee is capable of doing. This will not be construed to mean that the District will invent a new unneeded job, just to re-employ an injured Employee. The District's obligation will not exceed what is required by state and federal laws which are applicable in Nevada.

ARTICLE 16

LEAVE OF ABSENCE WITHOUT PAY

- A. Upon written application approved by the District Board, employees may be granted continuous leave of absence without pay for up to twelve (12) months or parts thereof in a calendar year.
- B. An employee may be granted medical leave without pay for a period no to exceed twelve (12) months. Medical leave may be approved by the District Board for temporary disability if the employee's absence from duty is attested by a certification from a registered health practitioner. All leave taken in excess of four days shall be supported by a medical certificate or by other evidence acceptable to the District Board.
- C. Leave without pay shall not be granted unless there is a positive expectancy that the employee intends to return to work at the expiration of such leave.
- D. A individual, given leave pursuant of this rule, who returns to active service on or before the expiration of such leave, shall be entitled to a position with comparable pay and seniority as was held at commencement of such leave provided the same or comparable level duties can be performed with or without a reasonable accommodation.

ARTICLE 17

RETIREMENT

- A. Subject to the Nevada Revised Statutes, the District will make one hundred percent of the required contributions to the Nevada State Retirement System on behalf of their employees.

ARTICLE 18

HEALTH AND WELFARE

- A. The District will pay into the Operating Engineers' Health and Welfare Trust Fund, starting July 1, 2011, nine hundred and ninety seven dollars (\$ 997.00) per month per employee. The District will pay any increases in the Health and Welfare for each following year through the length of the contract.

The District and the Union agree if the increase to the Insurance exceeds sixty dollars (\$60) per month in fiscal years 2012-2013, 2013-2014, the contract may be opened for insurance only.

- B. New Employees: The District will remit premium on the monthly Report of Contributions after the Employee has been employed for thirty (30) days.
- C. The payments required under this provision shall be made at the times and in the manner provided for by the respective Trust Agreements and the District is bound by all the terms and conditions of said Trust Agreements and any amendment or amendments thereto.
- D. Health insurance premiums paid by the District will be discontinued under leave - without - pay status unless the employee personally continues the premiums. If an employee is in a leave - without - pay status because of a work related injury or illness, the District shall pay all of the health and life insurance premiums on behalf of the employee, if worker's compensation is the only source of state income to the employee.
- E. The District will continue to pay the Health insurance premiums for an employee who is on a medical leave of absence even after the employee has exhausted accrued sick leave and annual leave.

ARTICLE 19

HEALTH AND SAFETY

- A. It is the intent of the District to be in compliance with federal, state and local health and safety statutes.
- B. The District will provide a safe work place and act promptly to correct health and/or safety hazards.
- C. Employees, believing any working condition is unsafe or a health hazard, shall immediately notify their immediate supervisor.
- D. Should the supervisor conclude the working condition is safe, but the employee insists to the contrary, the supervisor shall immediately inform a third party who will immediately inspect the conditions at the work site. The employee shall continue to work until the matter can be resolved, unless the employee feels there is an immediate danger.
- E. The District agrees to establish a committee with at least one Union representative involved to address safety issues and attempt to resolve them. This committee should meet at least once per month or as often as needed. Any Employee will have the opportunity to address this committee to bring safety concerns to their attention.

ARTICLE 20

SUBSTANCE ABUSE AND DRUG-FREE WORKPLACE

A. The purpose of this Article is to provide for a safe and productive work environment that is free from the effect of unlawful use, distribution, dispensing, manufacture and possession of controlled substances and alcohol; the district has implemented a drug and alcohol testing policy in order to identify, correct and remove the effects of drug abuse on the job in order to assure the protection and safety of employees and the public.

1. District employees are prohibited from unlawfully manufacturing, dispensing, possessing, distributing or using any controlled substance or alcohol during working hours, on District property or while operating a District vehicle or other vehicle while on duty.
2. When during work hours, there is a reasonable suspicion that an employee is using or is impaired through the use of a controlled substance or alcohol unlawfully. An employee may be required to submit to medically accepted testing procedures for a determination of whether the employee is using a controlled substance or alcohol in violation of District, or state law.
3. Any violation described above which occurs outside of work is prohibited if it directly affects the eligibility of the District (grantee) to receive federal grants of an amount or to qualify for federal contracts of \$25,000 or more.
4. Random drug testing of employees may be conducted by the District if authorized by the District Board.
5. All drug or alcohol testing shall be conducted by a federally certified or licensed physician, a federally certified and licensed medical clinic, or testing service approved by the District Board to conduct legally acceptable drug testing.
6. A positive confirmation test for illegal drug use or an alcohol test result showing .08 percent body fluid content shall be grounds for placing the employee on corrective action or discipline as appropriate based on the degree of critical incident or recurring poor performance which can be related to drug abuse. Test results showing positive but less than .08 may be a basis of management intervention depending on the circumstances relative to the employee's performance or critical incident.
7. A separate private record of drug test results shall be maintained in possession of the District Board or appointed authority. The employee's official personnel file shall only contain a document making reference to the existence of the drug test record.
8. Employees who refuse to enroll or fail to complete a prescribed drug rehabilitation treatment program for any reason will be subject to disciplinary action.

ARTICLE 21

PERSONNEL FILE

- A. Each employee shall have the right, upon written request and at any reasonable time the office is open, to review the material in their own personnel file.
- B. Under no circumstance may personnel files be removed or taken from District premises except with a written request to the District Board for approval. A record of who has and where the personnel file is shall be placed in the file in lieu of the personnel file and shall be maintained as part of the personnel record.
- C. A representative chosen by the employee may, at the employee's request, accompany the employee in this review. No information or material can be placed in or removed from the personnel file during a file review by the employee.
- D. Personnel file information material shall be released only for the purpose of processing grievances and for the District's legal documentation, unless written consent is given by the employee.
- E. All information and material in the personnel file must be dated and signed by the employee and the originator of the material. No anonymous or unsigned information or material shall be placed in the employee's file.
- F. Negative written statements relating to the employee's assigned duties or responsibilities shall not be placed in the employee's file until the employee has been given a copy, reviewed the document and been given the right to respond. The employee's response shall be a part of the official personnel record.
- G. Employee commendations shall be placed into the employee's personnel file and a copy presented to the employee.

ARTICLE 22

SCOPE OF AGREEMENT, SAVINGS AND SUCCESSIONS CLAUSE

- A. This Agreement is the entire Agreement of the parties, other than those portions of public employment agreements that are expressly provided for or excluded by State Statute, and terminates all prior arrangements and practices and concluding all negotiations, except as provided in paragraph B below, during the term of this Agreement.
- B. This Agreement is declared to be severable and if any paragraph, phrase, sentence, or part is declared to be void by a court of competent jurisdiction, it shall not be construed to void or nullify the entire Agreement; and those parts not declared void shall be binding upon the parties provided, however, upon such invalidation the parties agree to meet and negotiate such parts or provisions affected.
- D. This Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers, lessees and assigns of the parties hereto. In the event of the reorganization, sale or otherwise transfer or change the method of administering the services provided, the District shall provide that the Agreement shall continue in full force and effect and that transferee shall continue to recognize the Union as the proper bargaining representative of the Employees at the facility.

ARTICLE 23

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2011, and shall remain in full force and effect until June 30, 2014. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other in writing, on or before February 1, 2014, of any year thereafter that it desires to modify and/or terminate the Agreement.
- B. Either party wishing to modify and/or terminate this Agreement shall notify the other party, in writing on or before February 1, 2014.

IN WITNESS WHEREOF, the McGill-Ruth Water District and the Union have caused this Agreement for the Supervisory Employees to be duly executed by their authorized representatives on this _____ day of _____, 2011.

**FOR THE MCGILL-RUTH
WATER DISTRICT:**

Wayne Cameron
Wayne Cameron, Chairman

R. Edwards
Roger Edwards, District Board Member

FOR THE UNION:

Russ Burns
Russ Burns, Business Manager

Jim Sullivan
Jim Sullivan, Recording-Corresponding Sec.

Carl Carey
Carl Carey, Public Employees Director

Dwayne Killgore
Dwayne Killgore, Business Representative

APPENDIX A

WAGES AND JOB DUTIES

McGill/Ruth District

Appropriate employees are required to remain on call during off duty hours will be compensated for being on call at the rate of two hours at the employees base rate of pay for the day the employees are required to be on call. Should a supervisor receive call he/she will call the appropriate non-supervisory employees to perform the work and then meet with them to supervise the work.

Non-supervisory employees required to perform supervisory duties due to operational conditions shall receive an additional \$2.00 per hour on their base rate of pay to compensate for additional duties and responsibilities.

Effective July 1, 2011, each employee shall receive no Cost of Living increase.

Effective July 1, 2012, each employee will receive a one (1%) percent cost of living increase above his/her current salary.

Effective July 1, 2013, each employee will receive a two (2%) cost of living increase above his/her current salary

Effective July 1, 2005, the wages for employees in the job classifications Office Manager and Maintenance Tech will receive a one time adjustment of one dollar (\$1.00) per hour.

If in the second or third years of this Agreement, the Consumer Price Index of the Pacific Cities and U. S. City Average for urban wage earners and clerical workers (West) exceeds the 5% cost of living, the District and the Union agree to reopen this Agreement for negotiations for wages only.

DUTIES

MAINTENANCE SUPERVISOR (PLANT MANAGER)

- A. Carry out all activities that enable the District to function in a professional, business like manner with respect towards all persons.
- B. Provide information directly to the Board when wanted, needed or required to enable the Board to operate efficiently.
- C. Manage maintenance within the authorized budget allotted by the District Board
- D. Order supplies and equipment as necessary through authorized vendors. The District Board shall approve all major purchases in excess of five hundred dollars (\$500.00). If low bid is not awarded, justification for purchases shall be submitted to the District Board for their approval.
- E. Inventory all equipment and hand tools. Keep accurate monthly updated inventory records.
- F. Maintain record and account for all materials used, where and how.
- G. Maintain record of all equipment and hand tools disposed of, how disposed, and reason for disposal.
- H. Manage employee affairs by keeping written records of overtime Maintain record of the name, place and date of all events/projects requiring any employee overtime.
- I. Maintain record of all seasonal/temporary personnel.
- J. Monitor job duties to ensure conformance with planned results.
- K. Oversee work performance and conduct of others.
- L. Offer an informed opinion or give specialized information when directed to do so by the District Board.
- M. Subject to be on call 24 hours a day 7 days a week, with the ability to handle the on call situation without supervision.
- N. All other issues as the District Board may direct.
- O. Non-supervisory employees required by operational conditions required to perform supervisory employees duties shall be covered by supervisory employees Bargaining Agreement.

DUTIES

OFFICE MANAGER/BUDGET ADMINISTRATOR

- A. Carry out all office activities that enable the District to function in a professional, business like manner with respect towards all persons.
- B. Provide information directly to the Board when wanted, needed or required to enable the Board to operate efficiently.
- C. Manage the office within the authorized budget allotted by the District Board.
- D. Offer an informed opinion or give specialized information to others, when directed to do so by the District Board.
- E. Help or aid office staff in their job performance.
- F. Specify or designate tasks in duties to be performed by office staff, ensuring that the information is received and understood.
- G. Monitor office duties to ensure conformance with planned results.
- H. Oversee work performance and conduct of office staff.
- I. Manage the operation of all computer entries, Accounts Payable, General Ledger, Utility Billing, post daily receipts to General Ledger, reconcile all bank accounts and balance to General Ledger.
- J. Maintain files and customer records.
- K. Process incoming mail.
- L. Preparation for District Board meetings, assemble information needed for District Board Members, knowledge of the Open Meeting Law manual.
- M. Accurately transcribe minutes of Board meetings.
- N. Efficiently and accurately operate all office equipment; including the computer system, cross training of other office staff with the computer system.
- O. Prepare quarterly reports for the Department of Taxation, knowledge of dates required by the Department of Taxation. Able to assist in yearly audit, knowledge of budget preparation.
- P. Order supplies and equipment as necessary through authorized vendors. The District Board shall approve all major purchases in excess of five hundred dollars (\$500.00). If low bid is not awarded, justification shall be submitted to the District Board for their approval.
- Q. Payroll, all reporting associated with payroll, IRS deposits, PACT, PERS, 941 quarterlies Employment Security quarterlies, all necessary journal entries from Quick Books to Caselle.
- R. All work associated with projects, Agreements, Acceptance of Work, paperwork from the Bond Council, knowledge of grants from CDBG, WRDA, USDA, and AB198. Amortization schedule to repay loan amounts from money borrowed.
- S. Manage separate bank accounts for District, along with checking accounts.
- T. Prepare budget worksheets and prepare tentative and final budget following NRS statutes. Gather information and prepare Five-year Capital Improvement Plan, Debt Management Policy, Indebtedness Report, and the Quarterly Economic Survey. Follow calendar of events provided by the Department of Taxation, in order to have reporting submitted timely to prevent penalties for the District.
- U. Excel to work with spreadsheets for budget and other projects

- V. All other issues as the District Board may direct.
- W. Non-supervisory employees required by operational conditions required to perform supervisory employees duties shall be covered by supervisory employees Bargaining Agreement.

DUTIES

MAINTENANCE TECH

- A. Carryout all activities that enable the District to Function in a professional, business like manner with respect towards all persons.
 - B. Able to execute and assist other District employees in the following functions:
 - 1. Maintain all phases of field work relating to water connects, and disconnects, cleaning and maintaining main sewer lines.
 - 2. Operate all District equipment when necessary
 - 3. Assist in the maintenance and operation of sewer treatment facilities.
 - 4. Operation and maintenance of collection system.
 - 5. Operation and maintenance of distribution system.
 - 6. Operation and maintenance of wells.
 - 7. Check chlorinator, water levels, transmission lines, distribution systems, sewer ponds, collection systems, heaters and blowers.
 - 8. Read meters for billing.
 - 9. Collect water and sewer samples as needed.
 - C. Subject to be on call 24 hours a day 7 days a week, with the ability to handle the on call situation without supervision.
 - D. Specify or designate tasks and duties to be performed by maintenance personnel in Maintenance Supervisors' absence or direction.
 - E. Certified Operator responsible for all testing of samples from all facilities.
 - F. Responsible for all results of tests performed on all samples.
 - G. Responsible for signing quarterly reports to the state of past operation of each facility.
 - H. Operating each facility to accommodate quarterly demands set by NDEP.
- All other issues as the District Board may direct

DUTIES

SECRETARY – GENERAL OFFICE (PART TIME)

- A. Carry out all activities that enable the District to function in a professional, business like manner with respect towards all persons.
- B. Answer phones, make appointments, take messages, all phases of customer service.
- C. Process incoming mail, by opening, date stamping and routing to the appropriate person.
- D. Accounts receivable, post all daily cash receipts in computer to appropriate customer accounts.

- E. General Ledger/Journalize, computer entries of all deposits, bank reconciliation reports for the Board members.
- F. Utility billing, prepare billing for customers, print bills, sort for proper mailing procedures.
- G. Accounts Payable, entry of all bills payable in computer, printing of checks to be approved by the District Board Members, preparing bills to be paid and mailed.
- H. Maintain files, according to established system, by filing documents in proper order.
- I. Operate all office equipment efficiently, including computer system.
- J. All other issues as the District Board may direct.

DUTIES

SECRETARY – GENERAL OFFICE — MAINTENANCE TECH (PART TIME)

- A. Carry out all activities that enable the District to function in a professional, business like manner with respect towards all persons.
- B. Answer phones, make appointments, take messages, all phases of customer service.
- C. Process incoming mail, by opening, date stamping and routing to the appropriate person.
- D. Accounts receivable, post all daily cash receipts in computer to appropriate customer accounts.
- E. General Ledger/Journalize, computer entries of all deposits, bank reconciliation reports for the Board members.
- F. Utility billing, prepare billing for customers, print bills, sort for proper mailing procedures.
- G. Accounts Payable, entry of all bills payable in computer, printing of checks to be approved by the District Board Members, preparing bills to be paid and mailed.
- H. Maintain files, according to established system, by filing documents in proper order.
- I. Operate all office equipment efficiently, including computer system.
- J. Able to assist in all phases of field work relating to water connects, and disconnects, cleaning and maintaining main sewer lines.
- K. Assist in operating District equipment when necessary.
- L. Assist in maintenance of sewer collection system, distribution system, collection system, wells, and reading meters for billing.
- M. All other issues as the District Board may direct.

Appendix B – Definitions

BOARD – A group of administrators elected at general elections or person(s) replaced in accordance with state law.

BREAK IN SERVICE – An interruption of an employee's continuous District service requiring the removal of their name from payroll records.

CLASS – A group of positions sufficiently similar with respect to their duties and responsibilities that the same title may reasonable and fairly be used to designate each position allocated to the class, that substantially the same minimum qualifications may be required and the same schedule of compensation may be made to apply with equity.

CLASS SERIES – The normal line of progression from trainee, entry or preparatory levels to supervisory or administrative levels within a job specialty.

CLASSIFICATION – The systematic process of analytically grouping and allocating positions to recluses based on the similarity of actual duties and responsibilities.

CLASSIFICATION PLAN – All the classes which have been established, along with the rules for maintaining the plan and the class specifications.

CLASSIFIED SERIES – The normal line of progression from trainee, entry or preparatory levels to supervisory or administrative levels within a job specialty. The minimum qualification tests for fitness, and the duties and responsibilities are similar but different in level.

CLASSIFIED SERVICE – Comprises employees, other than non-classified, unclassified, or elected officials, who are selected and governed by the District Policies. Each will be assigned a class in the classification plan and will be defined by a class specification.

DATED OF HIRE (HIRE DATE) – The date of hire of current employment with the District.

DEMOTION – Any movement of an employee to a position in a class having a lower maximum salary range than the position previously occupied, excluding general salary adjustments, or any downward movement, either in class grade or within grade or the District classification plan and salary schedule adopted by the District Board.

DISTRICT – McGill-Ruth Consolidated Sewer & Water General Improvement District.

DEPARTMENT HEAD – Office Manager or Maintenance Supervisor.

EMPLOYEE, Employee, Exempt Employee

A. Employee:

1. Any person employed by the District whose compensation is provided by the District and who is under the direction or control of officers of the District.

B. Employee does not include:

1. Independent contractors of persons rendering professional services to an employer on a fee, retainer or contract basis.
2. Exempt employees, which term means unclassified positions in the District whose appointment is commonly filled by elected officials and not subject to this Policy Manual. These employees serve at the pleasure of the District Board.

EMPLOYER – The McGill-Ruth Consolidated Sewer & Water General Improvement District, White Pine County, Nevada and shall not be construed to mean appointing authority.

ENTRY LEVEL – The beginning salary level of a class series or occupation. An employee is eligible for promotion to the next higher level in the same class service when they meet the qualifications for that level, have a standard or better work performance and approved by the District Board.

INCUMBENT – A person currently occupying a specific position in the District service.

INTERMITTENT – A person who works less than 120 successive days, A permanent intermittent employee is one who has worked more than 120 successive days and is placed on the retirement rolls. Intermittent and/or permanent intermittent employees are not eligible for annual or sick leave benefits.

OVERTIME – Any time worked in excess of forth (40) hours in a work week in accordance with the Fair Labor Standards Act (FLSA), or time worked on call-out or call back status.

PAID STATUS – Any hours worked or any time paid while on annual, sick or holiday leave.

PERMANENT EMPLOYEE – An employee who has been lawfully retained in their position after completion of the probationary period.

PART TIME EMPLOYEE – Someone who works twenty (20) hours or less in a work week in a permanent position.

POSITION – A group of duties and responsibilities which have been assigned to a single employee on a full time or part-time basis.

PROBATION – The period after an employee's initial appointment or promotion in

which the appointing authority evaluates, and approves in writing, their suitability for the class. The probationary period is usually six months, but may be extended up to one year.

RECLASSIFICATION – A reassignment or change in allocation of an individual position by raising it to a higher class, reducing it to a lower class, or moving it to another class at the same level on the basis of significant changes in kind, difficulty or responsibility of the work performed.

REINSTATEMENT – A permanent employee may be hired into the same or related position they were assigned before resigning if there is a position available within a year.

TRANSFER – An employee moved from one position to another position or the movement of the employee with his position to another location or as the District Board may direct.

WORKING HOURS – The time an employee is required to be on duty or on the employer's premises or at a prescribed work place and time during which they are permitted to work; provided that time off during holidays, sick leave, or annual leave shall not be considered work hours.

WORK WEEK – Work week for District employees shall commence at 12:01 a.m. on Monday of each respective week and shall end at 11:59 p.m. on Sunday of each respective week.